

SUGAR RIVER STORAGE, LLC APPLICATION AND SEASONAL COLD CAR STORAGE AGREEMENT

Storage Location: 247 Sullivan Street, Claremont, NH 03743

This agreement made on _____ day of _____ (Month) 2021 between SUGAR RIVER STORAGE, LLC, ("OPERATOR") and the Tenant, for the leasing or renting of SEASONAL VEHICLE STORAGE SPACE as hereinafter described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder

TENANT INFORMATION

Name _____ Drv License: State _____ # _____

Phone (_____) _____ - _____ Text Me: YES NO

E-Mail: _____

Street: _____ City: _____ State: _____ Zip: _____

STORED VEHICLE INFORMATION (filled out by tenant; to be verified by the Operator)

Model: _____ Year: _____ Color: _____ Plate #: _____

VIN _____

Storage Fee: **\$225 LATE PICKUP: \$30 Fee + \$20/WEEK**

Pick-up to be scheduled between April 1 and May 1. Early Pick-up: \$50 to be paid prior to vehicle release. OPERATOR DOES NOT PROVIDE INSURANCE COVERAGE PROPERTY STORED AT TENANT’S OWN RISK

1. **DESCRIPTION OF PREMISES:** Operator rents to Tenant the above referenced Seasonal Vehicle Storage Space (hereinafter the "Storage Space") located in a larger facility at 247 Sullivan Street, Claremont, NH (hereinafter the AFacility@). Premises is not heated.

2. **TERM/AUTOMATIC RENEWAL:** The term of this Rental Agreement shall be from October 15th, 2021 to April 15, 2022. Call/text (603) 504-4247 for scheduling:

Tenant Requested **Drop off date:** _____ (Day) _____ (Month) 2021 and **Pickup date:** _____ (Day) _____ Month of 2022. Drop off and pickup of property is by appointment. **48-hour notice required. Pick-up after May 1, 2021 will be treated as a 1-week term to automatically renew each week.**

3. **RENT AND FEES:**All Seasonal Vehicle Storage Space must be **Pre-Paid**. Space is not reserved until payment clears. No refunds. This contract covers 1 car of typical size not to exceed 8'x19'x7'3"(height). Storage fees specified above. 7'3" is building entry clearance.

4. **USE OF STORAGE SPACE AND COMPLIANCE WITH LAW:** Tenant acknowledges that the Premises may be used for storage only, and the use of the Storage Space for the conduct of business or human or animal habitation is specifically prohibited. No work on or repair of vehicles may take place in the Facility. Tenant understands they are not renting a specific space, location or a space size. This agreement stipulates only that property will be stored at 247 Sullivan Street, Claremont, NH 03743. It is understood that Operator may move the stored items within the confines of the Facility if necessary. Tenant shall not store any property which will result in violation of any law or any governmental authority, and Tenant shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Storage of property.

5. **INSURANCE:** The Tenant covenants and agrees that all property of every kind stored at the Facility, except that owned by Operator, shall be maintained at the sole risk of the Tenant. Operator does not carry, nor does it have any duty to maintain, insurance coverage on said personal property. Any insurance carried by Operator or Tenant against any loss or damage to the building, Storage Unit or its contents and other improvements situated at the Facility shall be for the sole benefit of the party carrying such insurance and under its control. Tenant, at the Tenant's sole expense, shall maintain insurance coverage on said personal property by obtaining the required coverage from any insurance company of the Tenant's choice, in any amount equal to the value of the personal property stored in the Storage Unit. Tenant shall be deemed to have "self-insured" to the extent that the Tenant does not obtain or maintain insurance coverage.

6. **LIMITATIONS OR OPERATOR'S LIABILITY; NO BAILMENT:** No bailment is created hereunder. Operator is not a warehouseman engaged in the business of storing goods for hire, and all property stored by Tenant or located on the Facility shall be at Tenant's sole risk. The Operator shall have no liability for loss or damage to any property of Tenant stored at the Facility or otherwise, regardless of whether such loss or damage is caused by the negligence or acts of third parties, Operator, Operator's employees or agents, or by Acts of God.

7. **OWNERSHIP:** Tenant certifies that tenant is the owner of the stored property. Tenant may be required to provide a license, or similar government identification, that matches the name of the registered owner of the stored property if property requires government title or registration. Tenant agrees to provide Operator details on all parties holding a security interest or lien on the property stored.

8. **INDEMNITY:** Tenant hereby agrees to indemnify Operator and hold it harmless from any loss, damages, expenses or claims arising out of Tenant's acts or omission to act, and Operator shall not be liable to Tenant or any other person for any loss or damage that may be occasioned by or through the act or omission to act of other tenants in the Facility or of any other person.

9. **DEFAULT/LIEN:**

A. **Storage Lien.** The Operator shall have a lien upon all vehicles stored in the Facility for any unpaid rent, charges, fees, or expenses resulting from failure to pickup of the vehicle on time. The lien attaches only if the tenant fails to pick up their vehicle 10 days after the date indicated above."

B. **Default.** If any of the proper charges for parking, storage or care referred to herein shall remain unpaid for sixty (60) days, the Operator may sell such vehicle at public sale pursuant to RSA 450:1 and/or RSA 450-A:1. Notice of such sale shall comply with the provision of RSA 450:3 and/or 450-A:4.

These remedies are cumulative with, and in addition to, every other remedy given hereunder, or now or hereafter existing at law or in equity. Acceptance by Operator of payment of less than all amounts in default shall not constitute cure for such default nor waiver by Operator of any rights or remedies in connection with each default.

10. **NO WARRANTIES:** Operator hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the Facility, and Tenant acknowledges and agrees that Operator does not represent or guarantee the safety or security of the Facility or any property stored therein.

11. ATTORNEY'S FEE: In the event the Operator retains an attorney to enforce any of the covenants, terms or conditions of this agreement, Tenant agrees to pay all attorney's fees and costs in connection therewith.

12. DROP OFF AND PICK UP: Inside drop off and pickup of property is by appointment only and requires at least forty-eight (48) hour notice. Removal for property from 247 Sullivan Street constitutes the end of this storage agreement for all inside storage contracts, regardless of when it occurs.

13. REMOVAL OF STORED PROPERTY UPON TERMINATION: Upon termination of the Rental Agreement, Tenant shall remove all of Tenant's personal property from the Facility, unless such personal property is subject to the storage lien. Tenant must remove stored property by the termination date. Failure to remove property will result in storage and late fees of \$200 per month and/or lien and sale of the property as set forth above.

14. ENTIRE AGREEMENT: There are no representations, warranties, or agreements by or between the parties which are not fully set forth herein, and no representative of Operator or Operator's Agent is authorized to make any such representations, warranties, or agreements other than expressly set forth herein. All the provisions of this agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

15. NOTICES: Except as otherwise expressly provided in this Rental Agreement, any written notice or demand required or permitted to be given under the terms of this agreement may be personally served by first class mail deposited in the U.S. mail, with postage thereon fully prepaid, and addressed to the party so to be served at the address of such party provided for in this agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete on the date of deposit in the U.S. mail, with postage thereon fully paid and addressed in accordance with the provisions hereof. In the event Tenant shall change Tenant's place of residence or mailing address, or alternate name and address as set forth in this agreement, Tenant shall give Operator written notice of any such change within ten (10) days of the change, specifying Tenant's current address and alternate name, address, and telephone number.

16. ASSIGNMENT: Tenant shall not assign this agreement without obtaining prior written permission of Operator

17. CONSTRUCTION: This Rental Agreement shall be governed and construed in accordance with the laws of the State Of New Hampshire. Whenever possible, each provision of this rental agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this rental agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition on invalidity without invalidating the remainder of such provision or the remaining provisions of the Rental Agreement.

18. TIME: Time is of the essence of this Rental Agreement.

19. SUBORDINATION: This Agreement shall be subordinate to the lien of a Mortgage(s) now or hereinafter existing against the Facility, and to all renewals, modifications, replacements, consolidations and extensions thereof, and to all advances made or hereinafter made upon the security thereof. Operator is irrevocably appointed and authorized as agent of Tenant to execute any requisite subordination instruments in the event the Tenant fails to execute said instrument within five (5) days after notice from Operator demanding the execution thereof.

I HAVE READ AND AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT AS STATED ABOVE.

Tenant's Signature _____ Date: _____ (Day) _____ (Month) 2021

EXHIBIT A- PROCEDURES UPON DEFAULT OR ABANDONMENT

I. The Operator may deny access to the Facility until the unpaid rent, charges, fees, or expenses are paid in full by the Tenant. If, after sixty (60) days, any of the rent, charges, fees, or expenses shall remain unpaid, the Operator may retain such vehicle, and then, after first satisfying the notice provisions of RSA 450:3 or 450-A:4, proceed to sell such personal property to satisfy the lien.

A notice of the sale shall be served upon the Tenant, in person or by registered or certified mail at the last known address, no less than fourteen(14) days before the sale, stating the time and place of sale, the property to be sold, and the amount of the rent, charges, fees, or expenses owed. The Operator may sell such personal property at a private or public sale, and the proceeds shall first be applied to satisfy such rent, charges, fees, or expenses. Proceeds remaining after the sale and payment of rent, charges, fees, or expenses to the Operator shall then be paid to any lienholders of record, as their interests may appear, with any remaining proceeds to be paid to the Tenant.

II. Abandonment. In the event Tenant abandons a vehicle or boat at the Facility as defined in RSA 262:4-c or RSA 450-A:5, Operator may, after compliance with the notice provisions, sell the same or otherwise dispose of said vehicle in compliance with RSA 262:40-c.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE PROCEDURES FOR DEFAULT OR ABANDONMENT

Tenant's Signature _____ Date: _____ (Day) _____ (Month) 2021

**Checks payable to:
Sugar River Storage, LLC**

MAIL: Sugar River Storage, LLC, Attn: Kurt Zentmaier, 427 Washington St. STE #2, Claremont, NH 03743

ACH: I hereby authorize Sugar River Storage, LLC to debit my checking or savings account for 2020-2021 seasonal storage fees:

Account Number _____ Bank Routing Number _____

Bank Name _____ Account Holder Signature _____ Date: _____ (Day) _____ (Month) 2021

CREDIT CARD: I hereby authorize Sugar River Storage, LLC to debit my account for 2020-2021 seasonal storage fees + **3% Fee:**

CC Number CALL KURT ZENTMAIER AT (603) 504-4247 TO PROVIDE INFORMATION OR REQUEST A SQUARE INVOICE

Account Holder Signature _____ Date: _____ (Day) _____ (Month) 2021

PAY PAL/Zelle: PayPal: Friends & Family to jaf1200@yahoo.com for **NO FEES.** Zelle: jaf1200@yahoo.com **NO FEES.**

SQUARE INVOICE: Payments through Square can be invoiced for a **3% Fee.** Sent to e-mail above unless an alternate is provided below:

E-mail _____